

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

FILED / RECEIVED

MAY 18 2017

EPIQ BANKRUPTCY SOLUTIONS, LLC

JUN - 1 2017

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

Safra National Bank of New York
Name of Transferee

Bank Hapoalim B.M.
Name of Transferor

Name and Address where notices to transferee should be sent:

Safra National Bank of New York

546 Fifth Avenue, New York, NY 10036

Attention: Securities Operations

Court Claim # (if known): 55854

Total Amount of Claim Filed: \$107,993,120.00

Amount of Claim Transferred:

ISIN/CUSIP:

Blocking Number:

Date Claim Filed: 10/29/2009

Phone:

Last Four Digits of Acct #: _____

Name and address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: 5/15/17

[Hapoalim as Seller]

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Bank Hapoalim B.M. ("Seller"), acting on behalf of one or more of its customers (the "Customer"), hereby unconditionally and irrevocably sells, transfers and assigns to SAFRA NATIONAL BANK as Custodian (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55854 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller or its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's or Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller, Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller's Customer is the beneficial owner of the Purchased Securities relating to the Purchased Claim and specified in Schedule 1 attached hereto; (d) Seller or its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of PARTIAL Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (g) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) in the form attached as Exhibit A hereto, including this Agreement and Evidence of PARTIAL Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

[Hapoalim as Seller]

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of **PARTIAL** Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of **PARTIAL** Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this 11 day May, 2017.

Seller:

BANK HAPOALIM B.M.

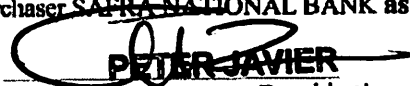
By: 
Name: Oscar Rodriguez
Title: Investment Ops Manager

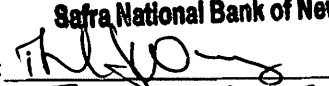
By: 
Name: Miguel Orozco
Title: FIRST VP Banking SR. Operations Manager

Address:

18851 NE 29th Ave, Suite 800
Aventura, FL 33180
USA

Purchaser ~~SAFRA NATIONAL BANK~~ as Custodian

By: 
Name: **PETER JAVIER**
Title: Executive Vice President
Chief Compliance Officer
Safra National Bank of New York

By: 
Name: FRANK WARNER
Title: FVP

Address:

546 Fifth Avenue
New York, NY
10036

Schedule I

Transferred Claims

Purchased Claim

\$17,700,000.00 of \$107,993,120.00 (the outstanding amount of the Proof of Claim as of October 29th, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P0501 LEHM 6MUS LIB	XS0206245234	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	650,000.00	N/A	01/16/2020	6049647	N/A
3P0508 LEHM 6MUS LIB	XS0207502781	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	590,000.00	N/A	01/13/2020	6049648	N/A
3P0522T LEHM 6MUS LIB	XS0211092316	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	150,000.00	N/A	02/03/2020	6049649	N/A
3P0547 LEHM 6MUS LIB	XS0216140094	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	220,000.00	N/A	04/19/2020	6049650	N/A
3P07115 LEHM INDEX	XS0319211982	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	500,000.00	N/A	10/4/2020	6049655	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P07116 LEHM CMDTY	XS0319273404	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	200,000.00	N/A	10/5/2020	6049680	N/A
3P07142 LEHM FRG IND	XS0326215893	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	160,000.00	N/A	11/5/2020	6049684	N/A
3P07147 LEHM SWSPRD	XS0327725528	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	240,000.00	N/A	11/5/2019	6049686	N/A
3P07171 LEHM SWSPRD	XS0332025120	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	410,000.00	N/A	12/5/2019	6049739	N/A
3P07185 LEHM SWSPRD	XS0334732491	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	490,000.00	N/A	1/3/2020	6049740	N/A
3P07179 LEHM INDEX	XS0334918322	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	100,000.00	N/A	12/10/2020	6049741	N/A
3P0806 LEHM SWSPRDR	XS0338754525	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	130,000.00	N/A	1/10/2020	6049743	N/A
3P0809 LEHM SWSPRDR	XS0339215351	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	970,000.00	N/A	2/15/2020	6049744	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P0817T LEHM SWPSPRD	XS0340592681	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	4,030,000.00	N/A	2/15/2023	6049773	N/A
3P0833 LEHM SFT CMT1	XS0344095871	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	1,110,000.00	N/A	2/15/2020	6049775	N/A
3P0840 LEHM SOFT CMD	XS0346461634	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	950,000.00	N/A	03/18/2020	6049778	N/A
3P0844 LEHM SMPL STEP	XS0346466781	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	4,290,000.00	N/A	3/18/2020	6049850	N/A
3P0847 LEHM 4 BKT	XS0346859084	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	50,000.00	N/A	3/18/2020	6049851	N/A
3P0857T LEHM SWPSPRD	XS0347872128	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	1,100,000.00	N/A	3/3/2023	6049853	N/A
3P0860T LEHM 3MUSLIB	XS0347925264	LEHMAN BROTHERS B.V.	LEHMAN BROTHERS HOLDINGS INC	270,000.00	N/A	2/27/2020	6049854	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P0864T LEHM SWSPRD	XS0349904689	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	250,000.00	N/A	3/25/2023	6049855	N/A
3P0873 LEHM SWSPRDR	XS0351984827	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	170,000.00	N/A	3/18/2020	6049897	N/A
3P08144TX LEHSMPL ST	XS0364167006	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	300,000.00	N/A	5/21/2020	6049898	N/A
3P08157T LEH SWSPRD	XS0365475531	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	50,000.00	N/A	5/30/2023	6049900	N/A
3P08169T LEHM SWSPR	XS0366383387	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	120,000.00	N/A	6/5/2023	6049902	N/A
3P07198TX LEH SPDRIDX 12/27/08	XS0337787161	LEHMAN BROTHERS TSTRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	200,000.00	N/A	12/27/2008	6049742	N/A

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SAFRA NATIONAL BANK OF NEW YORK

May 17, 2017

Epic Bankruptcy Solutions LLC
Attn: Lehman Brothers Holdings Claim Processing
777 Third Avenue
12th Floor
New York, NY 10017
11370

Re: Transfer of Lehman Claim

To Whom it may concern:

Enclosed please find the paperwork required to transfer Lehman claims to Safra National Bank of New York. If you have any questions or need any additional information, please feel free to contact me at (212) 704-5524.

Sincerely,



Frank J. Wanzor
FVP - Compliance

ORIGIN ID:NYCA
PO BOX 5456

PO BOX 5456

NEW YORK, NY 10036
UNITED STATES US

SHIP DATE: 17MAY17
ACTWGT: 0.25 LB
CAD: 172409/CAFE3012

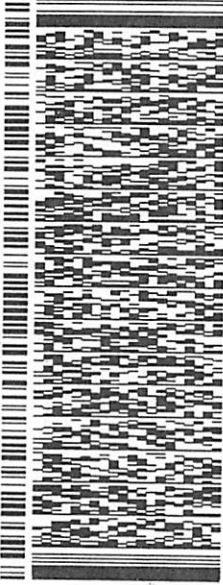
BILL SENDER

TO LEHMAN BROTHERS HOLDING
CLAIM PROCESSING
EPIQ BANKRUPTCY SOLUTIONS LLC
777 THIRD AVENUE 12TH FLOOR
NEW YORK NY 10017

(212) 704-5634

REF: FRANK W.8825

FedEx
Express



THU - 18 MAY 10:30A
PRIORITY OVERNIGHT

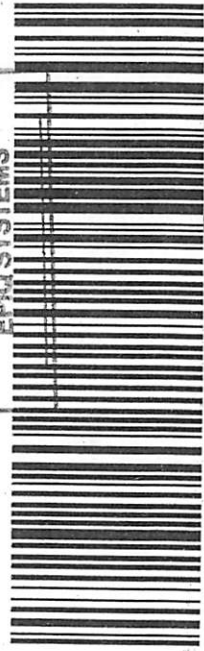
TRK# 5093 7753 3392

DSR
10017
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E3 OGSA

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EPIQ SYSTEMS



Part # 156148V-434 RIT2 EXP 02/18

Express